GENERAL SERVICES ADMINISTRATION	LEASE AMENDMENT NUMBER	40
PUBLIC BUILDINGS SERVICE	TO LEASE NUMBER	LDC01477
LEASE AMENDMENT	PDN NUMBER	NA
1 1 120	ADDRESS OF PREMISES 200 New Jersey Avenue 30 New Jersey Avenue, SE ashington, DC 20003-3310	
THIS AMENDMENT is made and entered into between		
whose address is:	4445 Willard Avenue Suite 400	
	Chevy Chase, MD 20815-3690	
hereinafter called the Lessor, and the UNITED ST		ed the Government:
WHEREAS, the parties hereto desire to amend		
NOW THEREFORE, these parties for good and v hereby acknowledged, covenant, and agree that t		
Current Information: Annual Rent Operating Cost		\$45,493,376.81
A. Issued to reflect a CPI escalation, as follows:		101 (4)
	Control of the contro	229.494
Base (CPI-W-U.S. City Avg) Corresponding Index Base Operating Cost Per Lease % Increase in CPI-W	September 2012 September 2013	228.184 230.537 (b) (4)
Annual Increase in Operating Cost Less Previous Escalation Paid Annual Increase in Operating Cost Due Lessor		\$0.00 (b) (4)
New Information Annual Rent Operating Cost	<u> </u>	\$45,564,774.81 (b) (4)
B. The annual rent shall increase by Effective New Annual Rent Monthly Rent, in arrears		\$71,398.00 October 20, 2013 \$45,564,774.81 \$3,797,064.57
This Lease Amendment contains one page.		
All other terms and conditions of the lease shall re	main in force and effect.	
IN WITNESS WHEREOF, the parties subscribed		
FOR THE LESSOR:	FOR THE GOVERNMENT:	<u> </u>
Signature:	Signature: (b) (6)	
Name:	Name: Glenta W. Jer	~e.j
Title:	Title: Lease Contracting Office	cer
Entity Name:	GSA, Public Buildings S	
Date:	1 1	
97		
WITNESSED FOR THE LESSOR BY:		
Signature:		
Name:		
Title:		
Oate:	¥.	

Lease Amendment Form 12112

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREE		12	DATE
PUBLIC BUILDINGS SERVICE		p. 41		AUG 1 5 20131
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-1	1B-01477	
ADDRESS OF PREMISES	1200 New Jersey Ave.			
	1200 New Jersey Ave.			
TING ASSERTABLE	Washington, DC 20003	10.07		
THIS AGREEMENT, made and entered into	this date by and between	JBG/I	Federal Center,	, LLC
 	10010-2			
whose address is:	JBG/Federal Center, LLC			
	c/o The JBG Companies			
	4445 Willard Avenue			
	Chevy Chase, MD 20815-4	4641		
Hereinafter called the Lessor, and the UNITE	D STATES OF AMERICA, he	ereinaft	er called the G	overnment:
WHEREAS, the parties hereto desire to amen	d the above Lease.			
NOW THEREFORE, these parties for the con- hereby amended as follows:	siderations hereinafter cover	nant an	id agree that the	e said lease is
issued to reflect reimbursement for real estate Lease Agreement	taxes in accordance with Pa	'aragrap	oh 2.6 of the	
TAX YEAR	1ST HALF 2013	: S	5,640,750.75	
PERCENT OF GOVERNMENT			100.00%	
TAX REIMBURSEMENT DUE T		s	5,640,750.75	
INTERNOTION OF THE PARTY OF THE	O LEGGOR	*	2,040,700.70	
		\$	5,640,750.75	.9
	4445 Willard Avenue			
	Suite 400			
	Chevy Chase, MD 20815-4	1641		NI.
	Officey Offices, the 20010 .	10-7 ,		
All other terms and conditions of the lease sha IN WITNESS WHEREOF, the parties subscrib			le.	
LESSOR: JBG/Federal Center, LLC				
BY				
(Signature)		/Title)		
(Signature)		(Title)		
IN THE PRESENCE OF				
				H
(Signature)		(Addre		
(Signature)		(Music	258)	8
UNITED STATES OF AMERICA				
WHILE CIRILS OF AMERICA				
(Signature)		Contra	acting Officer, C	GSA,NCR,PBS, REA (Official Title)

GSA FORM 276

<u> </u>				
GENERAL SERVICES ADMINISTRATION	LEASE AMENDMENT NU	MBER_	41A	
PUBLIC BUILDINGS SERVICE	TO LEASE NUMBER		LDC01477	
LEASE AMENDMENT	PDN NUMBER		NA NA	
ADDRESS OF PREMISES 1200 New Jersey Ave 1200 New Jersey Ave, SE Washington, DC 20003				.
THIS AMENDMENT is made and entered into betw	veen	JBG Fede	oral Center LLC	
whose address is:				
		Federal Ce	enter LLC ie, Suite 400	
			20815-3690	
hereinafter called the Lessor, and the UNITED STATE	ES OF AMERICA, hereinafter	called the	Government:	
WHEREAS, the parties hereto desire to amend the abov				
'NOW THEREFORE, these parties for the considerations by 'hereby amended as follows:	ereinafter covenant and agree t	hat the said	lease is	
A. Issued to reflect the annual real estate tax escalations	ion provided for in the basic I	ease agree	ement, as follows;	
Proposed Assessment (Tax Year 2013)	2012 Appeals		700,900.00	
Assessment Results after Appeal			998,060.00	
Tax Savings			702,840.00 882,502.54	
Tax Savings times 1.85/100 Government Occupancy		•	100.00%	
Tax Savings		\$	882,502.54	
Amount Due Lessor (Per Invoice)			\$61,795.53	
B. Therefore the Lessor is entitled to a one-time lum	p sum payment in the amour	nt of	\$61,795.53 .	
This Lease Amendment contains one page.				
All other terms and conditions of the lease shall remai	in in force and effect.			
IN WITNESS WHEREOF, the parties subscribed their	r names as of the above date).		
FOR THE LESSOR:		FOR TH	HE GOVERNMENT:	
Signature:		Signature		
Name:		Name:	Glenta W. Jones	
Title:		Title:	Lease Contracting Officer	
Entity Name:			GSA, Public Buildings Service	
Date:		Date:3	1/25/2014	
WITNESSED FOR THE LESSOR BY:				
Signature:				
Name:				
Title:				
Date:				

GENERAL SERVICES ADMINISTRATION	LEASE AMENDMENT NU	MBER 43
PUBLIC BUILDINGS SERVICE	TO LEASE NUMBER	LDC01477
LEASE AMENDMENT ADDRESS OF PREMISES 1200 New Jersey Ave 1200 New Jersey Ave, SE Washington, DC 20003	IPDN NUMBER	NA NA
.THIS AMENDMENT is made and entered into between	een	JBG Federal Center LLC
whose address is:	IDC I	Endoord Control I C
	4445 Wil	Federal Center LLC lard Avenue, Suite 400 Chase, MD 20815-3690
hereinafter called the Lessor, and the UNITED STATES	OF AMERICA, hereinafter	called the Government:
WHEREAS, the parties hereto desire to amend the above	Lease.	
'NOW THEREFORE, these parties for the considerations her 'hereby amended as follows:	einafter covenant and agree th	at the said lease is
A. Issued to reflect the annual real estate tax escalation	n provided for in the basic le	ease agreement, as follows;
Proposed Assessment (Tax Year 2012) Assessment Results after Appeal Tax Savings Tax Savings times 1.85/100 Government Occupancy Tax Savings Amount Due Lessor (Per Invoice)	2012 Appeals	\$662,700,900.00 \$614,998,060.00 \$47,702,840.00 \$882,502.54 100.00% \$882,502.54 \$61,795.53
B. Therefore the Lessor is entitled to a one-time lump	sum payment in the amount	of \$61,795.53 .
This Lease Amendment contains one page.		
All other terms and conditions of the lease shall remain	in force and effect.	
IN WITNESS WHEREOF, the parties subscribed their r	names as of the above date.	·
FOR THE LESSOR:		FOR THE GOVERNMENT:
Signature:		Signature: (6)
Name:		Name: Flerita W. Jones
Title:		Title: Lease Contracting Officer
Entity Name:		GSA, Public Buildings Service
Date:		Date: 9/2/2014
WITNESSED FOR THE LESSOR BY:		7 / ·
Signature:		
Name:		
Title:		

GENERAL SERVICES ADMINISTRATION SUPPLEMENTAL AGREEMEN **PUBLIC BUILDINGS SERVICE** No. 44 SUPPLEMENTAL LEASE AGREEMENT TO LEASE NO GS-11B-01477 ADDRESS OF PREMISES 1200 New Jersey Avenue, SE Washington, DC 20003 THIS AGREEMENT, made and entered into this date by and between JBG/Federal Center, L.L.C. whose address is JBG/Federal Center, L.L.C. c/o The JBG Companies 4445 Willard Avenue Suite 400 Chevy Chase, MD 20815-4641 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows: This Supplemental Lease Agreement (SLA) is issued to reflect the annual rent bump effective October 20, 2013 through October 19, 2014 in accordance with the Service Agreement Base Rate and Space Lease Rate for Lease Year 7 as set forth in Article I of the lease. Effective October 20, 2013, the Government shall pay the Lessor annual rent in the amount of \$46,442,274.81 ((\$28.57 per RSF [Space Lease Rate 8] - \$28.01/RSF [Space Lease Rate Year 7] =\$0.55/RSF; \$5.05 per RSF [Service Agreement Base Rent 8] - \$4.96/RSF [Service Agreement Base Rent Year 7] =\$0.09)(\$0.65 x 1,350,000 RSF = \$877,500.00 annual increase + \$45,564,774.81 current annual rent)) This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time. All other terms and conditions of the lease shall remain in full force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. Lessor: JBG/Federal Center, L.L.C. BY: JBG/SEFC Investor, L.L.C., its sole member BY: JBG/Company Manager, L.L.C., its Operating Member BY: (Signature) (Typed Name & Title) IN THE PRESENCE OF (witnessed by): (Signature) (Address) UNITED STATES OF AMERICA: BY Contracting Officer, GSA, NCR, REAG (Official Title)

GSA FORM 276 JUL 67

GSA DC 68-1176

GENERAL SERVICES ADMINISTRATION	LEASE AMENDMENT NUMBER		45
PUBLIC BUILDINGS SERVICE	TO LEASE NUMBER		LDC01477
LEASE AMENDMENT	PDN NUMBER		NA
ADDRESS OF PREMISES 1200 New Jersey Avenue 1200 New Jersey Avenue Washington, DC 20003-3310			
THIS AMENDMENT is made and entered in whose address is:	nto between	JBG Fede	eral Center, LLC
Wilde Bulless is.	JBG Federal C	enler, LLC	
	4445 Willard Avi		
	Chevy Chase, MD		
hereinafter called the Lessor, and the UNITED	STATES OF AMERICA, hereinafter called t	he Governr	mënt:
WHEREAS, the parties hereto desire to amend the	ne above Lease.		
'NOW THEREFORE, these parties for the consider the the consider thereby amended as follows:	ations hereinafter covenant and agree that the sai	d lease is	
A. Issued to reflect the annual real estate tax	escalation provided for in the basic lease agr	eement, as	follows;
Proposed Assessment (Tax Year			702,980.00
Assessment Results after Appeal Tax Savings			235,440.00 867,540.00
Tax Savings times 1.85/100			80,649.49
Government Occupancy Tax Savings		\$4	100.00% 180,649.49
	gency Fee on Tax Savings; Capped		20,000.00
B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of \$20,000.00 .			
This Lease Amendment contains one page.			
All other terms and conditions of the lease sha	ill remain in force and effect		
IN WITNESS WHEREOF, the parties subscrit			
FOR THE LESSOR:		FOR TH	E GOVERNMENT:
Signature:		Signature	(b) (6)
Name:	_	Name:	Glenita W. Jones
Title:		Title:	Lease Contracting Officer
Enlity Name:	_		GSA, Public Buildings Service
Date:	_	Date	MAY 2 7 2014
WITNESSED FOR THE LESSOR BY:			
Signature:	<u> </u>		
Name:			
Title:			
Date:	-		

GENERAL SERVICES ADMINISTRATION	LEASE AMENDMENT N	UMBER 46
PUBLIC BUILDINGS SERVICE	TO LEASE NUMBER	LDC01477
LEASE AMENDMENT	PDN NUMBER	NA NA
ADDRESS OF PREMISES 1200 New Jersey Avenue 1200 New Jersey Avenue SE Washington, DC 20003-3310		
THIS AMENDMENT is made and entered whose address is:	into between	JBG Federal Center, LLC
	JBG	Federal Center, LLC
		llard Avenue, Suite 400
		Chase, MD 20815-3690
hereinafter called the Lessor, and the UNITE	STATES OF AMERICA,	hereinafter called the Government;
WHEREAS, the parties hereto desire to amend	the above Lease.	
NOW THEREFORE, these parties for the consider the considering amended as follows:	rations hereinafter covenant a	and agree that the said lease is
A. Issued to reflect the annual real estate tax	escalation provided for in	the basic lease agreement, as follows,
COMPARISON YEAR	1st Half 2014	\$5,884,698.72
DECREASE		\$5,884,698,72
Government Share		100.00%
Amount Due for Current Year		\$5,884,698.72
B. Therefore the Lessor is entitled to a one-t	ime lump sum payment in	the amount of \$5,884,698.72 .
This Lease Amendment contains one page.		
All other terms and conditions of the lease sh	all remain in force and effe	oct.
IN WITNESS WHEREOF, the parties subscri	bed their names as of the	above date.
FOR THE LESSOR:		FOR THE GOVERNMENT:
Signature:	-	Signature: (b) (6)
Name:	_	Name: Glenita W. Jones
Title:		Title: Lease Contracting Officer
Entity Name:		GSA, Public Buildings Service
Date:	_	Date: <u>MAY 2 7 2014</u>
WITNESSED FOR THE LESSOR BY:		
Signature:	<u>_</u>	
Name:		
Title:	_	
Date:		

GENERAL SERVICES ADMINISTRATION	LEASE AMENDMENT N	UMBER 47
PUBLIC BUILDINGS SERVICE	TO LEASE NUMBER	LDC01477
LEASE AMENDMENT	PDN NUMBER	NA
ADDRESS OF PREMISES 1200 New Jersey Avenue 1200 New Jersey Avenue SE Washington, DC 20003-3310	*5	
THIS AMENDMENT is made and entered whose address is:	into between	JBG Federal Center, LLC
	IDC	Foderal Center 11 C
		Federal Center, LLC
		illard Avenue, Suite 400
9	Chevy C	Chase, MD 20815-3690
hereinafter called the Lessor, and the UNITED	STATES OF AMERICA,	hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the	he above Lease.	
'NOW THEREFORE, these parties for the consideration that the consideration is the consideration of the considerati	ations hereinafter covenant a	and agree that the said lease is
A. Issued to reflect the annual real estate tax	escalation provided for in	the basic lease agreement, as follows;
COMPARISON YEAR	2nd Half 2014	\$49,847.12
DECREASE		\$49,847.12
Government Share		100.00%
Amount Due for Current Year		\$49,847.12
all.		
B. Therefore the Lessor is entitled to a one-ti	me lump sum payment in	the amount of \$49,847.12 .
All other terms and conditions of the lease sha	all compin in faces and effe	
As other terms and conditions of the lease sha	m remain in force and ene	ect.
IN WITNESS WHEREOF, the parties subscrib	ed their names as of the	above date.
FOR THE LESSOR:		FOR THE GOVERNMENT:
Signature:	_	Signature: (b) (6)
Name:		Name: Glenita W. Jones
Title:		Title: Lease Contracting Officer
Entity Name:	_	GSA, Public Buildings Service
Date:		Date: 6/17/2014
WITNESSED FOR THE LESSOR BY:		
Signature:		
Name:		
Title:		
Date:	_	

CENEDAL CEDITICE ADMINISTRATION	150000000000000000000000000000000000000	
GENERAL SERVICES ADMINISTRATION	LEASE AMENDMENT NU	
PUBLIC BUILDINGS SERVICE	TO LEASE NUMBER	LDC01477
LEASE AMENDMENT	PDN NUMBER	NA NA
ADDRESS OF PREMISES 1200 New Jersey Ave		
1200 New Jersey Ave, SE		
Washington, DC 20003	<u></u>)
THIS AMENDMENT is made and entered	into between	JBG Federal Center LLC
whose address is:		
	JBG I	Federal Center LLC
		ard Avenue, Suite 400
		Chase, MD 20815-3690
hereinafter called the Lessor, and the UNITE	D STATES OF AMERICA, he	ereinafter called the Government:
WHEREAS, the parties hereto desire to amend	the above Lease.	
'NOW THEREFORE, these parties for the conside 'hereby amended as follows:	rations hereinafter covenant and	d agree that the said lease is
A. Issued to reflect the annual real estate tax	escalation provided for in the	e basic lease agreement, as follows;
COMPARISON YEAR	2nd Half 14	\$5,884,698.72
Government Share Amount Due for Current Year		100.00%
Amount Due for Current Year		\$5,884,698.72
B. Therefore the Lessor is entitled to a one-t	ime lump sum payment in the	e amount of \$5,884,698.72 .
		\$450045030.12 .
This Lease Amendment contains one page.		
All other terms and conditions of the lease sha	all remain in force and effect,	
IN WITNESS WHEREOF, the parties subscrit	ped their names as of the abo	ove date.
FOR THE LESSOR:		FOR THE GOVERNMENT:
Signature:		Signature (b) (6)
Name:		Name: Glenita W. Jones
Title:		Fitle: Lease Contracting Officer
Entity Name:	<u></u>	GSA, Public Buildings Service
Date:		Date: 12/4/2014
WITNESSED FOR THE LESSOR BY:		•
Signature:		
Name:		
Title:		
Date:		

GENERAL SERVICES ADMINISTRATION	LEASE AMENDMENT NU	JMBER 49
PUBLIC BUILDINGS SERVICE	TO LEASE NUMBER	LDC01477
LEASE AMENDMENT	PDN NUMBER	NA .
ADDRESS OF PREMISES 1200 New Jersey Ave 1200 New Jersey Ave, SE Washington, DC 20003		
THIS AMENDMENT is made and entered	into between	JBG Federal Center LLC
whose address is:		
		Federal Center LLC illard Avenue, Suite 400
		Chase, MD 20815-3690
hereinafter called the Lessor, and the UNITE	STATES OF AMERICA, h	nereinafter called the Government;
WHEREAS, the parties hereto desire to amend	the above Lease.	
'NOW THEREFORE, these parties for the conside 'hereby amended as follows:	rations hereinafter covenant an	nd agree that the said lease is
A. Issued to reflect the annual real estate tax	escalation provided for in th	he basic lease agreement, as follows;
COMPARISON YEAR	1ST HALF 15	\$49,847.12
Government Share		100.00%
Amount Due for Current Year		\$49,847.12
B. Therefore the Lessor is entitled to a one-t	ime lump sum payment in th	he amount of \$49,847.12 .
This Lease Amendment contains one page.		
All other terms and conditions of the lease sh	all remain in force and effect	st.
IN WITNESS WHEREOF, the parties subscri	bed their names as of the at	bove date.
FOR THE LESSOR:		FOR THE GOVERNMENT:
Signature:	_	Signature: (b) (6)
Name:	_	Name:
Title:		Title: Lease Contracting Officer
Entity Name:	_	GSA, Public Buildings Service
Date:		Date: January 8, 2015
WITNESSED FOR THE LESSOR BY:		
Signature:		
Name:		
Title:	_	
Date:		

GENERAL SERVICES ADMINISTRATION	LEASE AMENDMENT NUMBER	50
PUBLIC BUILDINGS SERVICE	TO LEASE NUMBER	LDC01477
LEASE AMENDMENT	PDN NUMBER	NA NA
	ADDRESS OF PREMISES 1200 New Jersey Avenue 1200 New Jersey Avenue, SE Washington, DC 20003-3310	
THIS AMENDMENT is made and entered into between		
whose address is:	4445 Willard Avenue Suite 400	
	Chevy Chase, MD 20815-3690	
hereinafter called the Lessor, and the UNITED S WHEREAS, the parties hereto desire to amend		led the Government:
NOW THEREFORE, these parties for good and hereby acknowledged, covenant, and agree that		-
Current Information: Annual Rent Operating Cost		\$46,442,274.
A. Issued to reflect a CPI escalation, as follows:		(D) (4)
A. ISSUEU to reflect a CFI escalation, as follows.		
Base (CPI-W-U.S. City Avg) Corresponding Index Base Operating Cost Per Lease % Increase in CPI-W Annual Increase In Operating Cost Less Previous Escalation Paid Annual Increase In Operating Cost Due Lessor	September September	2013 230.537 2014 234.17 (b) (4) \$0.00
New Information Annual Rent Operating Cost		\$46,551,882 (b) (4)
B. The annual rent shall increase by Effective New Annual Rent Monthly Rent, in arrears		\$109,607. October 20, 20 \$46,551,882. \$3,879,323.
This Lease Amendment contains one page.		
All other terms and conditions of the lease shall re	emain in force and effect	
IN WITNESS WHEREOF, the parties subscribed		
FOR THE LESSOR:	FOR THE GOVERNMENT: (b) (6)	
Signature:		
Name:	Name: Glea.TL W. J	nes
Title:	Title: Lease Contracting Office	
Entity Name:	GSA, Public Buildings S	
Date:	Date: 12/4/1014	
WITNESSED FOR THE LESSOR BY:	1 "/	
Signature:		
Name:		
Title:		
Date:		

Lease Amendment Form 12112

1	······································			
GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE		
SUPPLEMENTAL LEASE AGREEMENT	No. 51			
	70 LEASE NO. GS-11B-01477			
ADDRESS OF PREMISES	00 10 0111			
1200 New Jersey Avenue, SE Washington, DC 20003				
THIS AGREEMENT, made and entered into this date by and be whose address is	etween JBG/Federal Cente	r, L.L.C.		
JBG/Federal Center, L.L.C. c/o The JBG Companies 4445 Willard Avenue				
Suite 400				
Chevy Chase, MD 20815-4641				
hereinafter called the Lessor, and the UNITED STATES OF	AMERICA, hereinafter calle	d the Government:		
WHEREAS, the parties hereto desire to amend the above l	Lease.			
NOW THEREFORE, these parties for the considerations he is amended, effective upon execution by the Government		nt and agree that the said Lease		
This Supplemental Lease Agreement (SLA) is issued to reflect the annual rent bump effective October 20, 2014 through October 19, 2015 in accordance with the Service Agreement Base Rate and Space Lease Rate for Lease Year 9 as set forth in Article I of the lease. Effective October 20, 2014, the Government shall pay the Lessor annual rent in the amount of \$47,469,882 ((\$29.14 per RSF [Space Lease Rate 9] - \$28.57/RSF [Space Lease Rate Year 8] =\$0.57/RSF; \$5.16 per RSF [Service Agreement Base Rent 9] - \$5.05/RSF [Service Agreement Base Rent Year 8] =\$0.11)(\$0.68 x 1,350,000 RSF = \$918,000.00 annual increase + \$46,551,882.00 current annual rent))				
This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.				
All other terms and conditions of the lease shall remain in full force and effect.				
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.				
Lessor: JBG/Federal Center, L.L.C.				
BY: JBG/SEFC Investor, L.L.C., its sole member				
BY: JBG/Company Manager, L.L.C., its Operating Member				
BY: (Signature)		(Typed Name & Title)		
IN THE PRESENCE OF (witnessed by):				
(Signature)		(Address)		
UNITED STATES OF AMERICA:		-		
(b) (6)				
ВУ		Officer, GSA, NCR, REAG		

GSA DC 68-1176

GSA FORM 276 JUL 67

GENERAL SERVICES ADMINISTRATION	LEASE AMENDMENT NU	MBER 52
PUBLIC BUILDINGS SERVICE	TO LEASE NUMBER	LDC01477
LEASE AMENDMENT	PDN NUMBER	NA.
ADDRESS OF PREMISES 1200 Now Jorsey Ave 1200 New Jersey Ave, SE Washington, DC 20003	I pid Reliment.	
I HIS AMENDMENT is made and entered	lato between	JBG Federal Center LLC
whose addross is:		
2.0		Federal Center I.I.C lard Avenue, Suite 400
		hare, MD 20815-3690
horoinafter called the Lessor, and the UNITE		
		onder Lard de Governmen.
WHEREAS, the parties hereto desire to senend	the above Lease.	
'NOW THEREFORE, these parties for the conside 'hereby amended as follows:	rations hereinalter covenant an	ad agree that the said lease is
A. Issued to reflect the annual real estate ter	c escalation provided for in th	ne basic lease agreement, as follows;
COMPARISON YEAR Government Share Amount Due for Current Year	2nd HALF 15	\$49,847.12 100.00% \$49,847.12
8. Therefore the Lessor is untitled to a one-	time lump sum payment in tl	ne autount of \$49,847.12 .
This Lease Amondment contains one page.		
All other terms and conditions of the lease si	nal remain in torce and effec	et.
IN WITNESS WHEREOF, the parties subscr	ibed their names as of the a	bove date.
FOR THE LESSOR:		FOR THE GOVERNMENT:
Signature:		Signature: (b) (6)
Name:		Name: Glenita W. Jones
Title:		Title: Lease Contracting Officer
Entity Name:		GSA, Public Buildings Service
Dale:	<u></u>	Date: 6/30/30/5
WITNESSED FOR THE LESSOR BY:		
Signakire:		
Name:		
Tific:		
DEMI.		

GENERAL SERVICES ADMINISTRATION	LEASE AMENDMENT NU	MBER 53
PUBLIC BUILDINGS SERVICE	TO LEASE NUMBER	LDC01477
LEASE AMENDMENT	PDN NUMBER	NA
ADDRESS OF PREMISES 1200 New Jersey Ave 1200 New Jersey Ave, SE Washington, DC 20003	ė	
THIS AMENDMENT is made and entered i whose address is:	nto between	JBG Federal Center LLC
		Federal Center LLC
		ard Avenue, Suite 400 Chase, MD 20815-3690
hereinafter called the Lessor, and the UNITED	·	
Tieremarter called the Lesson, and the OWITE	OTATES OF AMERICA, IN	senate case the government.
WHEREAS, the parties hereto desire to amend	the above Lease.	
'NOW THEREFORE, these parties for the consider 'hereby amended as follows:	rations hereinafter covenant ar	d agree that the said lease is
A. Issued to reflect the annual real estate tax	escalation provided for in the	e basic lease agreement, as follows;
COMPARISON YEAR	1st Half 15	\$5,910,987.04
Government Share Amount Due for Current Year		100.00% \$5,910,987.04
Amount Due for Current real		30,301.0 0 ,301.04
B. Therefore the Lessor is entitled to a one-ti	me lump sum payment in th	e amount of \$5,910,987.04 .
between Lessor and Tenant. Although the	Government is hereby rem	s of the lease are currently the subject of disagreement itting a payment for the full amount of taxes submitted nt shall be made against this and all previous tax billings
This Lease Amendment contains one page		
All other terms and conditions of the lease sha	all remain in force and effect	
IN WITNESS WHEREOF, the parties subscrib	ed their names as of the ab	ove date.
FOR THE LESSOR:		FOR THE GOVERNMENT:
Signature	_	Signature: (b) (6)
Name;	_	Name Kevin M. Terry
Title:	_	Title: Lease Contracting Officer
Entity Name:	_	GSA, Public Buildings Service
Date:	_	Date:]uné 2, 2015
WITNESSED FOR THE LESSOR BY:		
Signature		
Name:		
Title:	_	
Date:	_	

TO LEASE NUMBER PDN NUMBER ADDRESS OF PREMISES 1200 New Jersey Avenue 200 New Jersey Avenue, SE Nashington, DC 20003-3310 JBG Federal Center LLC 4445 Willard Avenue Suite 400 Chevy Chase, MD 20815-3690 ATES OF AMERICA, hereinafter case above Lease. Suable consideration, the receipt are said Lease is amended as followed.	nd sufficiency of	
ADDRESS OF PREMISES 1200 New Jersey Avenue 200 New Jersey Avenue, SE Washington, DC 20003-3310 JBG Federal Center LLC 4445 Willard Avenue Suite 400 Chevy Chase, MD 20815-3690 ATES OF AMERICA, hereinafter case above Lease. Suable consideration, the receipt an	nd sufficiency of	ement:
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Suite 400 Chevy Chase, MD 20815-3690 ATES OF AMERICA, hereinafter case above Lease.	nd sufficiency of	
TES OF AMERICA, hereinafter ca e above Lease. luable consideration, the receipt ar	nd sufficiency of	
e above Lease. Juable consideration, the receipt ar	nd sufficiency of	
luable consideration, the receipt ar	-	which is
•	-	which is
e said Lease is amended as follow	s:	
		\$47,469,882.00 (b) (4)
		(10) (4)
CT THE BOOK WAS AND DO AND THE		
September	2013	230.537
September	2014	234.17 (b) (4)
		(D) (4)
		£0.00
		\$0.00 (b) (4)
	'	\$109,607.19
AND THE PROPERTY OF THE PARTY OF THE PARTY.	Water and a second territor	\$630.36
		\$47,470,512,36
		(b) (4)
		\$630.36
		October 20, 2014
		\$47,470,512.36
		\$3,955,876.03
ain in force and effect.		
eir names as of the below date.		
FOR THE GOVERNMENT:		
(b) (6)		5
Signature:	-	_
Name: <u>(Herrita W. Ja</u>	ทย	_
Title: Lease Contracting Of	ficer	
GSA, Public Buildings	Service	
Date: 10/1/2015	iš	_
	sain in force and effect. eir names as of the below date. FOR THE GOVERNMENT: Signature: (b) (6) Name: Herrita W. Jo Title: Lease Contracting Of GSA, Public Buildings	nain in force and effect. eir names as of the below date. FOR THE GOVERNMENT: Signature: (b) (6) Name: Herita W. Jones

OCNEDAL OFFICER ADMINISTRATION				
GENERAL SERVICES ADMINISTRATION	_	MENDMENT NUMB E NUMBER	BER	55 LDC01477
PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	PDN NUM			NA
CENSE PRESIDITES		OF PREMISES		2.5
	1200 New	Jersey Avenue		
		rsey Avenue, SE		
	wasnington,	DC 20003-3310		
THIS AMENDMENT is made and entered into between	JBG I	Federal Center LLC	;	
whose address is:		lard Avenue		
	Suite 400 Chevy C) hase, MD 20815-3	690	
hereinafter called the Lessor, and the UNITED ST	ATES OF A	MERICA, hereinaft	ter called the G	overnment:
WHEREAS, the parties hereto desire to amend				
NOW THEREFORE, these parties for good and v	aluable cons	ideration, the recei	ipt and sufficien	cv of which is
hereby acknowledged, covenant, and agree that t			•	-,
Current Information:				
Annual Rent				\$47,470,512.35
Operating Cost				(b) (4)
A. Issued to reflect a CPI escalation, as follows:				
Base (CPI-W-U.S. City Avg)		September	2014	234.17
Corresponding Index		September	2015	232.661
Base Operating Cost Per Lease % Decrease in CPI-W				(b) (4)
Annual Decrease In Operating Cost				(\$45,788.18)
Less Previous Escalation Paid				\$0.00
Annual Decrease In Operating Cost Due Lessor				(b) (4)
New Information Annual Rept				<u>\$47 424 724 17</u>
Operating Cost				(b) (4)
B. The annual rent shall decrease by				(\$45,788.18)
Effective				October 20, 2015
New Annual Rent Monthly Rent, in arrears				\$47,424,724.17 \$3,952,060.35
•				\$ - \$- \$
This Lease Amendment contains one page.				
All other terms and conditions of the lease shall re				3-
IN WITNESS WHEREOF, the parties subscribed t	heir names a	s of the below date	e,	
FOR THE LESSOR:	FOR TH	IE GOVERNMENT:		
12		(b) (6)		
Signature:	Signature			
Name:	Name:	Kevin M. Ter	rry	
Title:	Title:	Lease Contracti	ng Officer	
Entity Name:		GSA, Public Buil	_	
Date:	Date:	December 09.	2015	
W				
WITNESSED FOR THE LESSOR BY:				
Signature:				
Name:				
Title:				
Date:				
Date.				

Lease Amendment Form 12112

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE 2015 REAL ESTATE TAX ANALYSIS

ADMINISTRATIVE ACTION NO. 57

DATE

March 01, 2016

LEASE NO. GS -11B-01477

ADDRESS OF PREMISES: 1200 New Jersey Ave, SE, Washington, DC 20003

THIS ADMINISTRATIVE ACTION implements section 2.6 Taxes of the Lease and is hereby issued to memorialize a semiannual, lump sum reimbursement to the Lessor for Real Estate Taxes in accordance with the terms thereof. The Lessor has submitted a timely invoice in accordance with the terms of the Lease (as it may have been amended from time to time) and has submitted evidence of payment of taxes and other supporting documentation.

This unilateral Administrative Action is issued to memorialize payment of the Government's share of real estate tax increases as calculated herein, based on the information submitted by the Lessor and based on the Lessor's certified invoice, as follows:

Comparison Year	04/01/15 - 9/30/15	\$5,910,987.04
Base Year		None
Increase		\$5,910.987.04
Percentage of Gov't. Occupancy		96.14%
Amount due to Lessor		\$5,682,822.94
Comparison Year	10/01/14 – 3/31/15	\$5,910,987.04
Base Year	·	None
Increase		\$5,910.987.04
Percentage of Gov't. Occupancy		96.14%
Amount due to Lessor		\$5,682,822.94
What was Paid under LA 53		\$5,910,987.04
Credit Due GSA		(\$228,164.10)
Total Due Lessor		\$5,454,658.84

The Lessor is entitled to a one-time lump sum payment in the amount of \$5,454,658.84 payable with the next rent payment. The Lessor is responsible for notifying the Government of any changes in contact or payment information. The most recent information on record shows that Rent is currently payable to:

JBG Federal Center LLC 4445 Willard Avenue, Suite No. 400 Chevy Chase, MD 20815-3690

The allocations of tax pass-through to the Government under the terms of the lease are currently the subject of disagreement between Lessor and Tenant. The Government is hereby remitting a payment for the balance of the Real Property Tax Bill for Tax Year 2015 which reflects its calculation of the Government's prorate share at ninety-six and fourteen one hundredths percent (96.14%). Upon resolution of the matter, an adjustment may be made as necessary against this and all previous tax billings under the lease agreement.

This Administrative Action is not an amendment to the lease. All terms and conditions of the lease remain in full force and effect.

This Administrative Action was completed by the Budget Analyst, Syreeta Postell, who calculated the above payment amount that is due. The Lessor is solely responsible for the accuracy of the information that it submits and for compliance with the requirements of the Tax Clause of the lease, including the responsibility to identify for the Government the correct year and amount to be used as the "base year" under the terms of the lease. The Government reserves the right to make adjustments to this payment should the payment later be found to contain errors in calculation or to be based upon inaccurate assumptions or incorrect data.

In addition, the Government Contracting Officer (CO) has subscribed his or her name as of the above date solely for the purpose of authorizing payment as calculated herein by the Budget Analyst. The CO's signature is not evidence that the CO has investigated the accuracy of the calculations or of the information provided by the Lessor.

(b) (6)	
BY	Contracting Officer, GSA, NCR, PBS
(Signature)	(Official title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE 2015 REAL ESTATE TAX ANALYSIS

ADMINISTRATIVE ACTION NO. 58

DATE

March 1, 2016

LEASE NO. GS -118-01477

ADDRESS OF PREMISES:

1200 New Jersey Ave, SE Washington, DC 20003

THIS ADMINISTRATIVE ACTION implements section 2.6 Taxes of the Lease and is hereby issued to memorialize a semiannual, lump sum reimbursement to the Lessor for Real Estate ("BID Assessments") Taxes in accordance with the terms thereof. The Lessor has submitted a timely invoice in accordance with the terms of the Lease (as it may have been amended from time to time) and has submitted evidence of payment of taxes and other supporting documentation.

This unitateral Administrative Action is issued to memorialize payment of the Government's share of real estate tax increases as calculated herein, based on the information submitted by the Lessor and based on the Lessor's certified invoice, as follows:

Comparison Year	10/01/15 - 3/31/16	\$49,847.12
Base Year		None
Increase		\$49,847.12
Percentage of Gov't. Occupancy		100%
Amount due to Lessor		\$49,847.12

The Lessor is entitled to a one-time lump sum payment in the amount of \$49,847.12 payable with the next rent payment. The Lessor is responsible for notifying the Government of any changes in contact or payment information. The most recent information on record shows that Rent is currently payable to:

JBG Federal Center LLC 4445 Willard Avenue Suite 400 Chevy Chase, MD 20815-3690

The allocations of tax pass-through to the Government under the terms of the lease are currently the subject of disagreement between Lessor and Tenant. The Government is hereby remitting a payment for the Real Property BID Bill for the First half Tax Year 2016, which reflects its calculation of the Government's prorate share at One Hundred percent (100%). Upon resolution of the matter, an adjustment may be made as necessary against this and all previous tax billings under the lease agreement.

This Administrative Action is not an amendment to the lease. All terms and conditions of the lease remain in full force and effect.

This Administrative Action was completed by the Budget Analyst, Syreeta Postell, who calculated the above payment amount that is due. The Lessor is solely responsible for the accuracy of the information that it submits and for compliance with the requirements of the Tax Clause of the lease, including the responsibility to identify for the Government the correct year and amount to be used as the "base year" under the terms of the lease. The Government reserves the right to make adjustments to this payment should the payment later be found to contain errors in calculation or to be based upon inaccurate assumptions or incorrect data.

In addition, the Government Contracting Officer (CO) has subscribed his or her name as of the above date solely for the purpose of authorizing payment as calculated herein by the Budget Analyst. The CO's signature is not evidence that the CO has investigated the accuracy of the calculations or of the information provided by the Lessor.

((b) (6)		
BY		Contracting Officer, GSA, NCR, PBS	
	(Signature)	(Official title)	
_			-

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE 2015 REAL ESTATE TAX ANALYSIS

ADMINISTRATIVE ACTION NO. 59

DATE

May 23, 2016

LEASE NO. GS -11P-LDC01477

ADDRESS OF PREMISES:

1200 New Jersey Ave 1200 New Jersey Ave, SE Washington, DC 20003

THIS ADMINISTRATIVE ACTION implements section 2.6 Taxes of the Lease and is issued to memorialize an semiannual, lump sum reimbursement to the Lessor for Real Estate Taxes in accordance with the terms thereof. The Lessor has submitted a timely invoice in accordance with the terms of the Lease (as it may have been amended from time to time,) and has submitted evidence of payment of taxes and other supporting documentation.

This unilateral Administrative Action is issued to memorialize payment of the Government's share of real estate tax increases as calculated herein, based on the information submitted by the Lessor and based on the Lessor's certified invoice, as follows:

Comparison Year	10/01/15 - 3/31/16	\$6,084,479.11	
Base Year		None	
Increase		\$6,084,479.11	
Percentage of Gov't. Occupancy		96.14%	
Amount due to Lessor		\$5,849,618.22	

The Lessor is entitled to a one-time lump sum payment in the amount of \$5,849,618.22 payable with the next rent payment. The Lessor is responsible for notifying the Government any changes in contact or payment information. The most recent information on record shows that Rent is currently payable to:

JBG Federal Center LLC 4445 Willard Avenue Suite 400 Chevey Chase, MD 20815-3690

The allocations of tax pass-through to the Government under the terms of the lease are currently the subject of disagreement between Lessor and Tenant. The Government is hereby remitting a payment for the balance of the Real Property Bill for First half Tax Year 2016 which reflects its calculation of the Government's prorate share at Ninety-six and fourteen one hundredths percent (96.14%). Upon resolution of the matter, an adjustment may be made as necessary against this and all previous tax billings under the lease agreement.

This Administrative Action is not an emendment to the lease. All terms and conditions of the lease remain in full force and effect.

This Administrative Action was completed by the Budget Analyst, Alycia Bethea, who calculated the above payment amount that is due. The Lessor is solely responsible for the accuracy of the information that it submits and for compliance with the requirements of the Tax Clause of the lease, including the responsibility to identify for the Government the correct year and amount to be used as the "base year" under the terms of the lease. The Government reserves the right to make adjustments to this payment should the payment later be found to contain errors in calculation or to be based upon inaccurate assumptions or incorrect data.

In addition, the Government Contracting Officer (CO) has subscribed his or her name as of the above date solely for the purpose of authorizing payment as calculated herein by the Budget Analyst. The CO's signature is not evidence that the CO has investigated the accuracy of the calculations or of the information provided by the Lessor.

(Signature)

Contracting Officer, GSA, NCR, PBS

(Official title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE REAL ESTATE TAX ANALYSIS

ADMINISTRATIVE ACTION NO. 61

DATE

June 1, 2016

LEASE NO. GS -11P-LDC01477

ADDRESS OF PREMISES:

1200 New Jersey Ave 1200 New Jersey Ave, SE Washington, DC 20003

THIS ADMINISTRATIVE ACTION implements section 2.6 Taxes of the Lease and is issued to memorialize an semiannual, lump sum reimbursement to the Lessor for Real Estate Taxes in accordance with the terms thereof. The Lessor has submitted a timely invoice in accordance with the terms of the Lease (as it may have been amended from time to time,) and has submitted evidence of payment of taxes and other supporting documentation.

This unilateral Administrative Action is issued to memorialize payment of the Government's share of real estate tax increases as calculated herein, based on the information submitted by the Lessor and based on the Lessor's certified invoice, as follows:

Proposed Assessment (Tax Year FY15)	\$673,800,470.00
Assessment Results after Appeal	\$639,349,950.00
Tax Savings	\$34,450,520.00
Tax Savings times 1.85/100	\$637,334.62
Amount Due Lessor (7.5% Fee)	\$47,800.10
Fee capped at \$20,000	\$20,000.00
Government percentage of Occupancy	96.14%
Amount Due to Lessor	\$19,228.00

The Lessor is entitled to a one-time lump sum payment in the amount of \$19,228.00 payable with the next rent payment. The Lessor is responsible for notifying the Government any changes in contact or payment information. The most recent information on record shows that Rent is currently payable to:

JBG Federal Center LLC 4445 Willard Avenue Suite 400 Chevey Chase, MD 20815-3690

The allocations of tax pass-through to the Government under the terms of the lease are currently the subject of disagreement between Lessor and Tenant. The Government is hereby remitting a payment for the balance of the Real Property BID Bill for First half Tax Year 2016 which reflects its calculation of the Government's prorate share at One Hundred percent (100%). Upon resolution of the matter, an adjustment may be made as necessary against this and all previous tax billings under the lease agreement.

This Administrative Action is not an amendment to the lease. All terms and conditions of the lease remain in full force and effect.

This Administrative Action was completed by the Budget Analyst, Alycia Bethea, who calculated the above payment amount that is due. The Lessor is solely responsible for the accuracy of the information that it submits and for compliance with the requirements of the Tax Clause of the lease, including the responsibility to identify for the Government the correct year and amount to be used as the "base year" under the terms of the lease. The Government reserves the right to make adjustments to this payment should the payment later be found to contain errors in calculation or to be based upon inaccurate assumptions or incorrect data.

In addition, the Government Contracting Officer (CO) has subscribed his or her name as of the above date solely for the purpose of authorizing payment as calculated herein by the Budget Analyst. The CO's signature is not evidence that the CO has investigated the accuracy of the calculations or of the information provided by the Lessor.